

Protest of) Date: March 19, 1991
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RONALD E. SCURLOCK)
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Solicitation No. 381792-91-A-0020) P.S. Protest No. 91-12

DECISION

Ronald E. Scurlock protests the award of a contract for a community postal unit (CPU) in Kipling, OH to Tamera Preece. Solicitation No. 381792-91-A-0020 was issued by the Columbus, OH Support Services Office on December 6, 1990, with an offer due date of December 21. Three offers were received and evaluated as follows:

<u>Score</u>	<u>Business Score</u>	<u>Price Score</u>	<u>Total</u>
Tamera Preece	.536	.400936
Kimberly Fultz	.528	.333861
Ronald Scurlock	.180	.133313

Award was made to Ms. Preece on February 4, 1991. Mr. Scurlock protested to the contracting officer on January 16, 1991, alleging that he had found out that "Tammy Oakley, daughter of Judy Oakley, former Postmaster of Kipling," had been awarded the contract and that other offerors did not have a chance at receiving award because of this relationship. The contracting officer responded on January 25, noting that while a selection for the CPU had been made, a contract had not yet been awarded, pending notification that the selected person had obtained a surety bond. The contracting officer further noted that the Procurement Manual (PM) only prohibited contracts with Postal Service employees or their immediate families, and that immediate families are defined as "spouse, minor child or children, and individuals related to an employee by blood who are residents of the employee's household." Since Ms. Preece is not a resident of the Postal employee's household, she may be awarded a contract. He also set forth the reasons why Mr. Scurlock's proposal had been downgraded, which included lack of a building in which to perform the contract, a substantially higher price, and exceptions required the term of the contract to be five years and deleted the standard 60 day termination provision.

Mr. Scurlock's subsequent protest^{1/} reiterates his allegation that award to Ms. Preece

^{1/} The contracting officer erroneously stated in his January 25 letter that Mr. Scurlock had the right to appeal his rejection of Mr. Scurlock's protest to the Postal Service Board of Contract Appeals. The Board has no jurisdiction over protests. See Schneider Engineering Corporation, PSBCA No. 1678, 87-3

is improper because she is the daughter of a postal employee.^{1/} He alleges that the residency requirement for blood relatives effectively nullifies the substance of the PM prohibition on contracting with postal employees or their immediate families. Mr. Scurlock further maintains that the evaluation committee knew that his proposal was contingent on his purchase of the building and if his price was too high, he would have been willing to lower it during negotiations.

The contracting officer's report to our office notes that none of the members of the evaluation committee had any relationship to Ms. Preece or her mother, and that Ms. Preece, who is not a minor, does not live with her mother. Therefore, there was absolutely nothing improper about the award to Ms. Preece. The contracting officer further states that the evaluation of Mr. Scurlock's proposal was proper and correct.

PM 1.7.2 a. provides as follows:

- a. Except as provided in paragraphs b and c below, contracts may not be awarded to Postal Service employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Postal Service employees" means all postal officers and employees, whether in full-time and part-time or career and non-career positions, including specifically persons in temporary positions such as postmaster replacements and rural carrier reliefs. "Immediate family" means spouse, minor child or children, and individuals related to an employee by blood who are residents of the employee's household.

There are two possible ways in which the child of a postal employee may be prohibited from competing for postal contracts. First, if the child is a minor, he or she cannot receive award, regardless of where the child resides. Second, if the child resides with his or her parent who is a postal employee, he or she cannot receive award, regardless of age. In summary, a child must be of majority status and no longer living with the parent who is a postal employee to be eligible to receive postal contracts.

Ms. Preece meets this test. The protest file indicates that she is 30 years old and that she does not live with her mother. Therefore, she is not a member of the immediate family of a postal employee for purposes of our regulations, and is not prohibited from entering into contracts with the Postal Service. See Gloria H. Canegata and Artie L. Jones, III, supra.

We also note that there is no evidence in the record which indicates that Mr. Scurlock's proposal was evaluated incorrectly. An offeror who disputes the evaluation of his proposal must prove that the evaluation was "arbitrary or in violation of procurement regulations." Sheldon Transfer & Storage Co., P.S. Protest No. 91-08, March 13, 1991,

BCA & 20,041. The Board received the subsequent protest and referred it to our office.

^{2/} By alleging that the other offeror, Ms. Fultz, is also the daughter of a postal employee and therefore prohibited from entering into contracts with the Postal Service, Mr. Scurlock has standing to protest the award of the contract. See Gloria H. Canegata and Artie L. Jones, III, P.S. Protest Nos. 87-62, 87-70, September 21, 1987.

quoting LazerData Corporation, P.S. Protest No. 89-60, September 29, 1989. No such showing has been made by Mr. Scurlock in this protest, and our independent review of the evaluation offers no suggestion that this was the case.

The protest is denied.

[Signed]

William J. Jones
Associate General Counsel
Office of Contracts and Property Law

[Compared to original 5/16/95 WJJ]